

This document prepared by  
NED Skokie Bank, N.A.  
8001 N. Lincoln  
Skokie, IL 60077

**UNOFFICIAL COPY**

REVOLVING CREDIT MORTGAGE

89242637

See attached rider

THIS MORTGAGE is dated as of May 25 19 89 and is between Kevin W. Berg

(Mortgagor) and the NED Skokie Bank, N.A. (Mortgagee)

WITNESSETH

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in the principal amount of \$ 30,000.00. The term of Credit Payments of accrued interest on the Note shall be due and payable beginning July 25 19 89 and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable on May 25 19 94. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to One 1.0 percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, Variable Rate Index will be the three month interest rate reported by the Federal Reserve Board in the Wall Street Journal in the "Money Rates" column as the "Prime Rate" on the last business day of the month immediately preceding the date of the Note and this Mortgage. "business day" means any day other than a Saturday or Sunday, or generally a public holiday as defined in the Note and this Mortgage. Any change in the Variable Rate Index which results in the Variable Rate Index being greater than the Prime Rate shall be effective on the first day of the billing cycle following the first day of the billing cycle in which the change in the Variable Rate Index occurs. The Variable Rate Index shall be the interest rate published in the Wall Street Journal in the "Money Rates" column. The Variable Rate Index shall be the interest rate published in the Wall Street Journal in the "Money Rates" column for the last business day of each month. Interest after Default (defined below) shall be calculated at the per annum rate equal to Three 3.0 percent per annum in excess of the Variable Rate Index. Mortgagee has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time without penalty.

To secure payment of the indebtedness evidenced by the Note and the liabilities (defined below) including any and all renewals and extensions of the Note Mortgagee does by these presents CONVEY WARRANT AND MORTGAGE unto Mortgagee and Mortgagee's estate, right, title and interest in the real estate situated lying and being in the County of Cook and State of Illinois, legally described as follows:

Lot 3 in 6th Addition to Mills Park Estates, being Mills and Sons Subdivision in Section 18, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

9421 N. Harlem, Morton Grove, IL 60053 P.I.N. #10-18-113-008

which is referred to herein as the "Premises." together with all improvements, buildings, structures, attachments, appurtenances, gas, oil, minerals, easements located on, over or under the Premises, all fixtures and all other fixtures, including, but not limited to, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, shades and weather heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. Nonpurchase money security interests and liens, and household goods are excluded from the security interest and lien granted herein. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the liabilities.

The Note evidences a revolving credit, as defined in the Illinois and Statutes Chapter 12, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note. To the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether any of them were made prior to the date this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, with all rights, whether or certain, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that in a Default shall occur or an event shall occur which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and available of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any and all damage to or destruction of the Premises which may become damaged or be destroyed, (b) keep the Premises in good condition and repair, without waste and except for this Mortgage, free from any encumbrances, security interests, liens, mechanics liens, judgments for unpaid taxes, which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such liens or charges to Mortgagee, (c) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises, (d) comply with the requirements of all laws, ordinances, regulations with respect to the Premises and the use of the Premises, (e) make no alterations to the Premises, except as required by law, municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee, (f) obtain from any contractor or draughtsman, a certificate of the Premises.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS NOTE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT WHICH ARE INCORPORATED BY REFERENCE HEREIN.

WITNESS the hand and seal of Mortgagee the day and year set forth above.

Kevin W. Berg  
Kevin Berg

STATE OF ILLINOIS Cook SS  
COUNTY OF the undersigned a Notary Public in and for

said County and State do hereby certify that Kevin Berg is personally known to me to be the same person(s) whose name is set forth in the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his, her free and voluntary act for the uses and purposes herein set forth.

Given under my hand and notarial seal this 25th day of May 19 89

My Commission Expires Dec 12, 1989

My Commission Expires

[Signature]  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF ) SS

the County and State aforesaid do hereby certify that and the same person(s) whose names are set forth in the foregoing instrument, respectively of

before me this day in person and acknowledged to me that they are duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes hereon set forth.

Given under my hand and notarial seal this 25th day of May 19 89

My Commission Expires

Notary Public

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2. Mortgagor shall pay all taxes, including drainage taxes or charges, levied on the Premises, and shall request the same to be assessed against the Premises under protest of the charges becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall assign to Mortgagee all rights and interests in the Premises together with assignments of all taxes levied on the Premises, which assignments shall be binding upon Mortgagee without Mortgagee's payment of the same, and Mortgagee shall be relieved of any obligation at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from any injury to the Premises, whether or not the same are used for public use is hereby transferred to Mortgagee, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

5. No remedy or right of Mortgagee shall be affected by any fire, lightning, or other casualty, and the Premises shall be held by Mortgagee as if they were not damaged by fire, lightning, or other casualty, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

6. Mortgagee shall keep the Premises in repair, and shall be liable for the same, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

7. Upon Default by Mortgagee, Mortgagee may, at its option, exercise the power of sale conferred by this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

8. If Mortgagee shall exercise the power of sale conferred by this Mortgage, Mortgagee may, at its option, exercise the power of sale conferred by this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

9. Upon Default as herein provided, Mortgagee shall pay all expenses of Mortgagee in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

10. Notwithstanding anything to the contrary herein, Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

11. Liabilities, including all taxes, levied on the Premises, and all amounts due under the terms of this Mortgage, shall be paid by Mortgagee, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

12. When the indebtedness secured hereby shall become due and payable, Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

13. The proceeds of the sale of the Premises shall be applied to the payment of the indebtedness secured hereby, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

14. Upon Default by Mortgagee, Mortgagee may, at its option, exercise the power of sale conferred by this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

15. No action for the enforcement of this Mortgage shall be brought until after the expiration of the time specified in the terms of this Mortgage, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

16. Mortgagee shall have the right to respect the first lien of any other mortgage or lien on the Premises, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

17. Mortgagee agrees to release the lien of this Mortgage if Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

18. This Mortgage is made in triplicate, and all copies shall be equally valid and binding, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

19. This Mortgage has been made, executed and delivered to Mortgagee, and Mortgagee shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the enforcement of this Mortgage, and shall be relieved of any obligation to pay of all of Mortgagee's expenses in connection with the same, and Mortgagee is hereby authorized to file and prosecute any claim for such damages.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

RIDER TO REVOLVING CREDIT MORTGAGE  
DATED AS OF THE 25th DAY OF May, 19 89  
SIGNED AND DELIVERED BY \_\_\_\_\_  
Kevin W. Berg

Any change in the Variable Rate Index which results in the Variable Rate Index being less on the last business day of the month than it was on the first day of the billing cycle will become effective on the first day of the next billing cycle after the date of change in the Variable Rate Index. The maximum rate of interest on the Note will not exceed 15.0%

This Rider is attached to the Mortgage and incorporated therein in lieu of the portion of the second paragraph of the Mortgage which has been stricken.

Address:

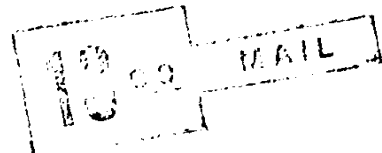
**89242637**

9421 N. Harlem  
Morton Grove, Il. 60053

*Kevin W. Berg*  
Kevin W. Berg

**89242637**

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#0192 # D \* 89-242637  
COOK COUNTY RECORDER



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Property of Cook County Clerk's Office